

RECORDATION NO. 26655 - ^E
FILED

APR 01 '08 -11 00 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

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E-MAIL alvordlaw@aol.com

April 1, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption of Babcock Master Full Service Railcar Lease, dated as of December 21, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment and Assumption Agreement previously filed with the Board under Recordation Number 26655-C

The names and addresses of the parties to the enclosed document are:

Assignor/ Old Lessee:	Harwest Industrial Minerals Corporation 1208 Quail St Lakewood, CO 80215
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Assignee/ New Lessee:	Pure Energy Services (USA), Inc. 9635 Maroon Circle, Suite 420 Englewood, CO 80112
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Anne K. Quinlan, Esquire
April 1, 2008
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A description of the railroad equipment covered by the enclosed document is:

125 covered hopper railcars: GBRX 65290 – GBRX 65339 and GBRX 65340 - GBRX 65414.

A short summary of the document to appear in the index is:

Assignment and Assumption of Babcock Master Full Service Railcar Lease.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/sem
Enclosures

APR 01 '08

-11 00 AM

**ASSIGNMENT AND ASSUMPTION OF
BABCOCK MASTER FULL SERVICE RAILCAR LEASE**

SURFACE TRANSPORTATION BOARD

This **ASSIGNMENT AND ASSUMPTION OF BABCOCK MASTER FULL SERVICE RAILCAR LEASE** (this "Assignment") is made and entered into as of the __ day of December, 2007, between **HARWEST INDUSTRIAL MINERALS CORPORATION**, a Colorado corporation ("Assignor"), and **PURE ENERGY SERVICES (USA), INC.**, a Colorado corporation ("Assignee").

Recitals

A. BBRX Four LLC (as assignee of Babcock & Brown Rail Funding LLC), a Delaware limited liability company ("Lessor"), and Assignor are parties to that certain Master Full Service Railcar Lease dated September 1, 2006 (together with Schedule No. 1, Schedule No.2, and all others schedules, riders and addendum attached thereto, as supplemented and amended from time to time, the "Lease"), pursuant to which Assignor leases from Lessor certain railcars, as more particularly described in the Lease and in Exhibit A attached hereto (the "Cars").

B. The Lease and the respective Schedules are evidenced by that certain Memorandum of Full Service Railcar Lease dated September 1, 2006 (with respect to Schedule No. 1) and that certain Memorandum of Full Service Railcar Lease dated September 1, 2006 (with respect to Schedule No. 2) (collectively, the "Memos of Lease").

C. Pursuant to this Assignment, (i) Assignor desires to transfer and assign its interest in the Lease and the Memos of Lease to Assignee and Assignee desires to accept and assume the transfer and assignment thereof and (ii) Assignee desires to assume from Assignor, and Assignor desires to transfer and assign to Assignee, Assignor's obligations relating to the Lease, as set forth herein.

NOW THEREFORE, in consideration of the above recitals which by this reference are incorporated herein and made a substantive part hereof, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. **Assignment and Assumption.** Assignor hereby conveys, grants, bargains, sells, transfers, sets over, assigns, releases, delivers and confirms to the Assignee all of the Assignor's right, title and interest in and to the Lease and the Memos of Lease and all of the Assignor's obligations and other liabilities under the Lease and the Memos of Lease as of the Effective Date. Assignee hereby accepts this Assignment and assumes all of Assignor's duties and agrees to hereafter pay, perform, fulfill, discharge and otherwise satisfy in accordance with their respective terms, all of the obligations and other liabilities of Assignor under the Lease and the Memos of Lease arising from and after the Effective Date (the "Assumed Obligations").

2. **No Notice.** Assignor hereby represents and warrants that it has not received any written notice of any default by it under the Lease, other than any written notice with respect to default of Assignor's payment obligations under the Lease.

3. **Assumption.** Assignee hereby acknowledges and confirms for the benefit of the Lessor that (a) pursuant to this Assignment, it will have as of the Effective Date assumed from Assignor, and agreed thereafter to pay, perform, fulfill, discharge and otherwise satisfy, all of the Assumed Obligations (as defined in paragraph 1) in accordance with their respective terms and (b) the Lessor may, from and after the Effective Date, enforce against Assignee, and otherwise seek recovery from Assignee in respect of, all of the Assumed Obligations.

4. **Effective Date.** Assignor and Assignee hereby agree, for the benefit of the Lessor, to notify the Lessor upon occurrence of the Effective Date by delivering to the Lessor a notice substantially in the form of Exhibit X, and the date specified in such notice will be the "Effective Date" for all purposes of this Assignment.

5. **Amendments Upon Effective Date.** Assignor and Assignee (and by its execution of the Lessor Acknowledgement on the signature page hereof, Lessor) agree that, effective as of the Effective Date:

(a) The Lease is hereby amended such that all references in the Lease to the term "Harwest Industrial Minerals Corporation" shall be of no further force and effect.

(b) All references to Lessee shall be to "Pure Energy Services (USA), Inc."

(c) The address and facsimile number to which notices required or permitted to be given under the Lease to Assignee, as Lessee under the Lease, shall be as follows (unless another shall be furnished in writing to the Lessor after the Effective Date):

Pure Energy Services (USA), Inc.
9635 Maroon Circle, Suite 420
Englewood, Colorado 80112
Attention: President
Telephone No: (303) 817-2667
Facsimile No.: (303) 768-0762

with a copy to (which shall not constitute delivery):

Pure Energy Services Ltd.
300, 1010 – 1st Street S.W.
Calgary, Alberta, Canada T2R 1K4
Attention: Sr. Vice-President & Corporate Counsel
Telephone No: (403) 806-1485
Facsimile No:
Email: ibuchanan@pure-energy.ca

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and related entities; provided, however, that neither party shall assign any of its rights, or delegate any of its obligations, created under this Assignment without the prior written consent of the other party hereto, and any such purported assignment or delegation without such consent shall be void.

7. **Entire Agreement.** This Assignment sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes and replaces any prior understandings, agreements or statements (written or verbal) relating thereto.

8. **Amendments.** This Assignment may not be modified except by a written instrument duly executed by the parties hereto.

9. **Headings.** The headings in this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

10. **Governing Law.** The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the state of New York without regard to New York's choice of law doctrine.


11. **Counterparts.** This Assignment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Assignment for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart or facsimile transmission. Each such counterpart or facsimile transmission shall be admissible into evidence as an original hereof against the party who executed it.

[Signatures contained on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year as first above written.

ASSIGNOR:

HARWEST INDUSTRIAL MINERALS CORPORATION

By: 
Name: Allan G. Provost
Title: President

ASSIGNEE:

PURE ENERGY SERVICES (USA), INC.

By: _____
Name: _____
Title: _____

We refer to the above ASSIGNMENT AND ASSUMPTION OF BABCOCK MASTER FULL SERVICE RAILCAR LEASE (the "Assignment") to be dated on or about the 21st day of December, 2007, between HARWEST INDUSTRIAL MINERALS CORPORATION, a Colorado corporation ("Assignor"), and PURE ENERGY SERVICES (USA), INC., a Colorado corporation ("Assignee").

The undersigned, as lessor (the "Lessor") under the Lease (as defined in the Assignment):

(a) does hereby represent and warrant as at December 20th, 2007, that no "Event of Default" (as defined in the Lease) of the type described in Section 11.A.(i)(1) of the Lease has occurred and is continuing;

(b) acknowledges and consents, subject to the occurrence of the Effective Date (as defined in paragraph 3 of the Assignment), to the transactions contemplated in the Assignment and to the amendment of the Lease effected thereby; and

(c) does hereby, subject to the occurrence of the Effective Date, unconditionally release and discharge Assignor (but not Assignee) from any and all future responsibilities, duties, liabilities and obligations arising on or after the Effective Date out of, or related (directly or indirectly) to, the Lease and the Memos of Lease or otherwise in respect of the transactions contemplated thereby (without prejudice to the obligations of Assignor to Assignee under the

* continues following page *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year as first above written.

ASSIGNOR:

**HARWEST INDUSTRIAL MINERALS
CORPORATION**

By: _____
Name: _____
Title: _____

ASSIGNEE:

PURE ENERGY SERVICES (USA), INC.

By: 
Name: KEVIN DELANEY
Title: CHIEF EXECUTIVE OFFICER

We refer to the above ASSIGNMENT AND ASSUMPTION OF BABCOCK MASTER FULL SERVICE RAILCAR LEASE (the "Assignment") to be dated on or about the 21st day of December, 2007, between HARWEST INDUSTRIAL MINERALS CORPORATION, a Colorado corporation ("Assignor"), and PURE ENERGY SERVICES (USA), INC., a Colorado corporation ("Assignee").

The undersigned, as lessor (the "Lessor") under the Lease (as defined in the Assignment):

(a) does hereby represent and warrant as at December 20th, 2007, that no "Event of Default" (as defined in the Lease) of the type described in Section 11.A.(i)(1) of the Lease has occurred and is continuing;

(b) acknowledges and consents, subject to the occurrence of the Effective Date (as defined in paragraph 3 of the Assignment), to the transactions contemplated in the Assignment and to the amendment of the Lease effected thereby; and


(c) does hereby, subject to the occurrence of the Effective Date, unconditionally release and discharge Assignor (but not Assignee) from any and all future responsibilities, duties, liabilities and obligations arising on or after the Effective Date out of, or related (directly or indirectly) to, the Lease and the Memos of Lease or otherwise in respect of the transactions contemplated thereby (without prejudice to the obligations of Assignor to Assignee under the

* continues following page *

Assignment) and (B) acknowledges and agrees that, from and after the Effective Date, it will look only to Assignee with respect to the performance of any and all future responsibilities, duties, liabilities and obligations of the Lessee arising on or after the Effective Date under the Lease and the Memos of Lease or otherwise in respect of the transactions contemplated thereby (without prejudice to the obligations of Assignor to Assignee under the Assignment).

LESSOR:

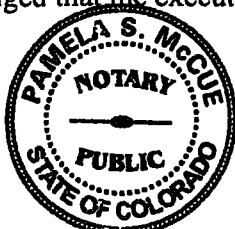
BBRX FOUR LLC

By: 
Name: Larry Littlefield
Title: Vice President

STATE OF Colorado)
COUNTY OF Denver)

SS.

On this 20th day of December, 2007, before me personally appeared Allan
Prosser, to me personally known, who being by me duly sworn, says that s/he is
the President of **HARWEST INDUSTRIAL MINERALS CORPORATION**
and that the foregoing instrument was signed on behalf of said company, and s/he
acknowledged that the execution of the said instrument was her or his free act and deed.



Pamela S. McCue
NOTARY PUBLIC

My commission expires: 2-29-08 *psm*

My Commission Expires Feb. 29, 2008

STATE OF _____)
COUNTY OF _____)

SS.

On this _____ day of _____, 2007, before me personally appeared _____
_____, to me personally known, who being by me duly sworn, says that s/he is
the _____ of **PURE ENERGY SERVICES (USA), INC.** and that the
foregoing instrument was signed on behalf of said company, and s/he acknowledged that the
execution of the said instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
COUNTY OF _____)

SS.

On this _____ day of _____, 2007, before me personally appeared _____
_____, to me personally known, who being by me duly sworn, says that s/he is
the _____ of **BBRX FOUR LLC** and that the foregoing instrument was
signed on behalf of said company, and s/he acknowledged that the execution of the said
instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
)
COUNTY OF _____)

ss.

On this _____ day of _____, 2007, before me personally appeared _____, to me personally known, who being by me duly sworn, says that s/he is the _____ of **HARWEST INDUSTRIAL MINERALS CORPORATION** and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

PROVINCE OF ALBERTA)
) ss.
CANADA)

On this 21ST day of DECEMBER, 2007, before me personally appeared KEVIN DELANEY, to me personally known, who being by me duly sworn, says that s/he is the CHIEF EXECUTIVE OFFICER of **PURE ENERGY SERVICES (USA), INC.** and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.



NOTARY PUBLIC

My commission expires: _____

IAN H. BUCHANAN
Barrister and Solicitor

STATE OF _____)
)
COUNTY OF _____)

ss.

On this _____ day of _____, 2007, before me personally appeared _____, to me personally known, who being by me duly sworn, says that s/he is the _____ of **BBRX FOUR LLC** and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
)
COUNTY OF _____)

SS.

On this _____ day of _____, 2007, before me personally appeared _____, to me personally known, who being by me duly sworn, says that s/he is the _____ of **HARWEST INDUSTRIAL MINERALS CORPORATION** and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____)
)
COUNTY OF _____)

SS.

On this _____ day of _____, 2007, before me personally appeared _____, to me personally known, who being by me duly sworn, says that s/he is the _____ of **PURE ENERGY SERVICES (USA), INC.** and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF New York)
)
COUNTY OF New York)

SS.

On this 20 day of December, 2007, before me personally appeared Larry Littlefield, to me personally known, who being by me duly sworn, says that s/he is the Vice President of **BBRX FOUR LLC** and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

Clementina Capasso
NOTARY PUBLIC

My commission expires: 12/27/08

CLEMENTINA CAPASSO
NOTARY PUBLIC, STATE OF NEW YORK

No. 01CA6120806
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES DEC. 27, 2008

Exhibit A

Cars

QUANTITY	CAR DESCRIPTION	REPORTING MARKS AND NUMBERS
125	3,256 cf cement covered hopper railcars with three 30- inch circular loading hatches and two Miner MKE 10183K gravity discharge outlets with gaskets, built for 286,000 GRL	GBRX 65290 through GBRX 65339, and GBRX 65340 through 65414

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

4/1/08



Robert W. Alvord